

# **EXHIBIT 2**

**EXHIBIT 1.50**

**FORM OF TRANSITIONAL SUPPLY AGREEMENT**

This is a **TRANSITIONAL SUPPLY AGREEMENT** ("TS Agreement"), dated \_\_\_\_\_, between The Procter & Gamble Company, an Ohio corporation and Noxell Corporation, a Maryland corporation (together "Sellers"), and Alberto-Culver USA, Inc., a Delaware corporation ("Buyer"). Sellers and Buyer are sometimes collectively referred to herein as "parties" and individually as "party."

**WHEREAS**, Sellers, certain of Sellers' Affiliates (as defined in the Sale Agreement), and Buyer have entered into an Asset Sale and Purchase Agreement, dated as of September 5, 2008 ("Sale Agreement"), pursuant to which Buyer will purchase the Acquired Assets (as defined in the Sale Agreement); and

**WHEREAS**, in connection with the acquisition, Buyer wishes that Sellers continue Manufacturing (as defined hereinafter) Products (as defined hereinafter) for the period set forth herein;

**NOW, THEREFORE**, in consideration of the mutual representations, warranties, covenants, agreements, and conditions contained herein, the parties hereto agree as follows:

**17.02. Governing Law.** This TS Agreement will be governed by and construed in accordance with the Laws of the State of New York, whether common law or statutory, without reference to the choice of law provisions thereof (other than Section 5-1401 of the New York General Obligations Law). With respect to any suit, action or proceeding relating to this TS Agreement (each, a "Proceeding"), each party hereto irrevocably (i) agrees and consents to be subject to the jurisdiction of the United States District Court for the Southern District of New York or any State court sitting in the borough of Manhattan in New York City, New York and (ii) waives any objection which it may have at any time to the laying of venue of any Proceeding brought in any such court, waives any claim that such Proceeding has been brought in an inconvenient forum and further waives the right to object, with respect to such Proceeding, that such court does not have any jurisdiction over such party.